

ENTERED

December 06, 2019

David J. Bradley, Clerk

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

ABELARDO JASSO SR.,

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Plaintiffs,

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v.

CIVIL ACTION NO. 4:18-CV-4624

**PENNYSMAC LOAN SERVICES, LLC,
PNMAC MORTGAGE CO., LLC, and
WILMINGTON TRUST, N.A. as
TRUSTEE,**

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Defendants.

JUDGMENT

Came on for consideration Defendant Wilmington Trust, National Association, not in its individual capacity, but solely as Trustee for MFRA Trust 2014-2's, its successors and assigns ("Wilmington") Motion for Summary Judgment on its Counterclaim [Docs. 25, 26] and Motion for Default Judgment against Third Party Defendant Roxana Jasso [Doc. 24] ("Wilmingtons' Motions") and Defendant PennyMac Loan Services, LLC's ("PennyMac") and PNMAC Mortgage Co., LLC's ("PNMAC") Motion for Summary Judgment [Doc. 18] ("PennyMac and PNMAC's Motion") (collectively "Defendants' Motions"). After considering Defendants' Motions, the pleadings on file and arguments of counsel, the Court finds that Defendants' Motions should be in all things GRANTED.

IT IS ORDERED, ADJUDGED AND DECREED that that certain Texas Home Equity Security Instrument dated September 16, 2005 in the principal sum of \$73,600.00 signed by Plaintiff Abelardo Jasso, Sr. and Third-Party Defendant Roxana Jasso and recorded in the official public records of Harris County, Texas, provides Wilmington, as the mortgagee of the Security Instrument in the event of default on the obligations on the

Note, with a first lien security interest on that certain real property commonly known as 1422 PIC Cir., Pasadena, Texas 77504 (hereinafter "Property"). PNMAC was the beneficiary under the Security Instrument prior to assigning its interest to Wilmington, and PennyMac serviced the loan from September 9, 2010 through August 31, 2017. The Property is more precisely described as:

LOT FIFTEEN (15), IN BLOCK ONE (1), OF REPLAT OF A REPLAT OF PARKLAND VILLAGE, SECTION THREE (3), A SUBDIVISION IN HARRIS COUNTY, TEXAS. ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 174, PAGE 59 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wilmington is the current mortgagee of the Security Instrument. It is further,

ORDERED, ADJUDGED AND DECREED that the following are secured by the Security Instrument on the Property: the outstanding balance of the Note, including attorney's fees; pre-judgment interest; post-judgment interest; and costs of court.

ORDERED, ADJUDGED AND DECREED that due to event of default on the Note, Wilmington, or its successors or assigns, may enforce its Security Instrument against the Property through non-judicial foreclosure of the Property as provided in the Security Instrument and §51.002 of the Texas Property Code. It is further,

ORDERED, ADJUDGED AND DECREED that Wilmington may further communicate with Plaintiff and Third-Party Defendant Roxana Jasso, and all third parties reasonably necessary to conduct the foreclosure sale. It is further,

ORDERED, ADJUDGED AND DECREED that all costs are to be taxed against Plaintiff and Third-Party Defendant Roxana Jasso. It is further,

ORDERED, ADJUDGED AND DECREED that Wilmington is awarded attorney's fees and costs in the amount of \$9,430.47. It is further,

ORDERED, ADJUDGED, AND DECREED that Plaintiff shall take nothing by way of his claims and causes of action asserted against any of the Defendants in this action.

It is further,

ORDERED, ADJUDGED, AND DECREED that all Plaintiff's claims against all Defendants are dismissed with prejudice. It is further,

ORDERED, ADJUDGED, AND DECREED that any relief not specifically granted in this Judgment is **DENIED** and any party not otherwise disposed of is **DISMISSED**. This is a final judgment, disposing of all parties and all claims and may be appealed by any party hereto. All for which let execution issue.

SIGNED on this the 5th day of December 2019.



Lee H. Rosenthal
Chief United States District Judge